

IDAHO- OREGON-WASHINGTON RECIPROCITY AGREEMENT
FOR PREFABRICATED STRUCTURES

This Agreement is between:

1. THE STATE OF IDAHO, DIVISION OF BUILDING SAFETY ("Idaho")
1090 E. Watertower St., Meridian, Idaho 83642; and
2. THE STATE OF OREGON, DEPARTMENT OF CONSUMER & BUSINESS SERVICES,
BUILDING CODES DIVISION ("Oregon"), P.O. Box 14470, Salem, Oregon 97309-0404; and
3. THE STATE OF WASHINGTON, DEPARTMENT OF LABOR AND INDUSTRIES
("Washington"), P.O. Box 44430, Olympia, Washington 98504-4430.

I. RECITALS

Prefabricated structures are manufactured at plant sites in Idaho, Oregon, and Washington, and installed on building sites in each of those states. Idaho, Oregon, and Washington regulate the construction of prefabricated structures sold, rented or leased in their states. Idaho, Oregon, and Washington have similar construction codes for electrical, plumbing, structural, energy, and mechanical installations which establish the construction standards for prefabricated structures in their states.

Idaho, Oregon, Washington, and manufacturers can reduce costs and improve efficiencies if prefabricated structures are built to meet the requirements of each state, inspected at the manufacturing plant where they are built, and inspections are accepted by the other states. To accomplish this purpose it is imperative that all plan reviews and inspections be performed by qualified state personnel and the plan review and inspections conform to the most restrictive code requirements of the states whose insignias are to be applied.

II. AGREEMENT

Idaho, Oregon, and Washington hereby agree to recognize and accept the prefabricated structure inspections performed by each other under the following terms and conditions:

A. DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings:

1. Prefabricated Structure. Any building, building component or subassembly, which has been entirely or substantially manufactured or assembled using closed construction at an off-site location to be wholly or partially assembled on the building site. For purposes of the

Agreement, manufactured homes, recreational vehicles, and park trailers, will not be considered within the definition of prefabricated structures.

2. Manufacturing State. The state in which the prefabricated structure is manufactured or assembled.
3. Receiving State. The state in which the prefabricated structure is to be temporarily or permanently located or occupied.
4. Secondary Plan Review. A plan review for unique code items performed by a state that is not the receiving state.
5. Unique Code Items. Code requirements, which are contained in the code of one state, which are more restrictive than those of the other states.

B. DUTIES AND RESPONSIBILITIES OF MANUFACTURERS

1. A manufacturer may apply for plan review and multiple state approvals, even though the first installation site is a non-reciprocal state.
2. The manufacturer must make application for insignia with each state whose insignia is to be applied. A manufacturer of prefabricated structures located in Idaho, Oregon, or Washington, who desires to have prefabricated structures inspected for installation according to the terms of this Agreement, shall file four (4) sets of construction plans for review by the receiving state, and shall file two additional sets of plans with each of the other states the manufacturer wishes to perform secondary plan reviews. Additional sets of plans may be required.
3. The content and form of the construction plans submitted for review shall be according to the rules and regulations of the receiving state and each secondary plan review state. A manufacturer must receive written notification of plan approval from the receiving state and any other secondary plan review state prior to concealing construction.
4. The manufacturer shall pay all applicable building permit, plan review, and secondary plan review fees to the manufacturing and receiving states, and to states performing secondary plan reviews. Prefabricated structures intended for location, installation, and/or use in more than one state must receive an insignia for each state in which they are intended to be installed.
5. Manufacturers will comply with all fire and life safety requirements. Fire and life safety requirements not noted in the original plan review will be addressed in discussions between the administrative staff of sending and receiving states.

C. DUTIES AND RESPONSIBILITIES OF THE MANUFACTURING STATE.

Each state shall enact rules or policies, as appropriate, that conform to the following process for manufacturers to obtain multiple state approvals of prefabricated structures:

1. The manufacturing state shall perform all code-mandated inspections upon receipt of approved plans by the receiving state and any other secondary plan review state. This plan review and inspection will conform to the most restrictive requirements of each state whose insignia is to be applied.
2. After the required inspections are completed, the manufacturing state shall provide a copy of the inspection approval to the receiving state and any other state that performed a secondary plan review, by mail or facsimile, within five (5) working days of the inspection approval.
3. The manufacturing state will apply or verify application of the insignia to the structure. If the insignia of more than one state is to be applied to the prefabricated structure, the manufacturing state will also apply the state insignia for those states.
4. Notice to Local Enforcement Agencies (NLEAs) will be sent by the manufacturing state to the receiving state, using that state's form. The receiving state will be responsible for distributing the NLEA.
5. The manufacturing state shall charge the manufacturer the standard building permit fee or hourly rate for all inspections required by the manufacturing state.

D. DUTIES AND RESPONSIBILITIES OF THE RECEIVING STATE.

1. Plan reviews shall be approved by the receiving state prior to concealing construction.
2. The plan review shall be conducted in accordance with the most restrictive laws and rules of the states whose insignias are to be applied.
3. The receiving state shall attempt to complete the plan review process within ten (10) working days from the date the plans are received for review. Once the plan review has been completed, the receiving state shall place two (2) copies of the plans, together with a copy of any and all secondary plan reviews, in the mail, postage prepaid, addressed and mailed separately to both the manufacturer and the manufacturing state, with approvals and details noted. If the receiving state cannot begin the plan review within ten (10) working days of receipt, they shall notify the manufacturer in writing so that the manufacturer may use another reciprocal state for the plan review.
4. Each state recognizes the concept of building multiple units from one plan approval.

E. DUTIES AND RESPONSIBILITIES OF THE SECONDARY PLAN REVIEW STATE.

1. Each state reserves the right to perform a secondary plan review for compliance with unique code items on those prefabricated structures seeking multi-state approval when that state is not the receiving state.
2. Secondary plan reviews will be completed within five (5) working days following receipt of plans from the Manufacturer. Upon completion, they shall be transmitted to the receiving state.
3. States performing secondary plan reviews may charge the manufacturer such fees as are authorized by that state's law.

F. FINANCING.

Each state will pay for its own administrative costs to carry out the terms of this agreement.

G. STANDARDS FOR INSPECTIONS AND PLAN REVIEWS.

1. Plan reviews will be in accordance with the most stringent laws and rules of the states whose insignias are to be applied.
2. Where one state has adopted a code, rule or statute after the date of this Agreement that has not been adopted by the other states, the state having the different requirement shall provide written notification to the other states within thirty (30) days following the adoption date of such change. The state making the change will provide a legible working copy of the changes prior to the effective date.
3. The written notification shall include the effective date of the change and the summary of the changes.

H. SUSPENSION AND TERMINATION

1. Suspension. This Agreement may be suspended whenever there is significant dispute regarding interpretations of an inspection requirement or a conflict in construction requirements that cannot be reconciled:
 - a. To cause a suspension, one state shall declare a suspension and give notice to the other states. Thirty (30) days written notice shall be given to all states prior to enactment of the suspension.

- b. During a suspension, each state shall be responsible for making its own plan reviews and inspections or taking independent actions and no inspections will be recognized under this Agreement until the matter in dispute is resolved.
 - c. Plans approved prior to the suspension of this Agreement shall remain valid until their stated expiration date or until new building code editions have been subsequently adopted by the plan approval state.
2. Termination. This Agreement may be terminated at any time by any state giving sixty (60) days written notice to other states. Plans approved prior to the termination of this Agreement shall remain valid until their stated expiration date.

I. SUFFICIENT APPROPRIATION BY LEGISLATURE REQUIRED.

It is understood and agreed that this Agreement shall in no way or manner be construed so as to bind or obligate any state beyond the term of any particular appropriation of funds by the applicable State Legislature as may exist from time to time. Any state reserves the right to terminate this Agreement if, in its sole judgment, its legislature fails, neglects or refuses to appropriate sufficient funds as may be required for that state to continue to participate. Any such termination shall take effect on ten (10) days notice and be otherwise effective as provided in this Agreement.

J. HOLD HARMLESS.

Each state is responsible for the acts of its employees and shall defend and save the other states harmless from all claims, suits, or actions resulting from or arising out of the activities of its employees under this Agreement, subject to the limitations set forth by the appropriate state's law.

1. Idaho: Idaho's responsibility is subject to the limitations and conditions of the Idaho Tort Claims Act, Title 6, Chapter 9, Idaho Code.
2. Oregon: Oregon's responsibility is subject to the limitations and conditions of the Oregon Tort Claims Act, Oregon Revised Statutes (ORS) 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
3. Washington: Washington's responsibility is subject to the limitations and conditions of the Washington Tort Claims Act, Chapter 4.92 RCW.

K. MERGER.

This Agreement constitutes the entire agreement between the participating states, and supersedes any prior agreement. Except as provided for in paragraphs H and I above, no waiver, consent, modification, or changes of the terms of this Agreement shall bind the participating states unless it is in writing and signed by each state. Any such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations; oral or written not specified herein regarding this Agreement.

L. DURATION OF THIS AGREEMENT.

This Agreement shall continue until terminated as provided for in paragraphs H and I above.

M. APPROVALS.

1. Approval of the Administrator of the Idaho Division of Building Safety is required before this Agreement becomes effective and obligates the state of Idaho.
2. Oregon Department of Justice approval is required before this Agreement becomes effective and obligates the state of Oregon.
3. Approval of the Assistant Director of the Washington Department of Labor and Industries is required before this Agreement becomes effective and obligates the state of Washington.

N. MISCELLANEOUS PROVISIONS.

1. Conflicts of Interest. No person having any financial interest in the ownership, management or control of a manufacturing company or structure to be inspected, may directly or indirectly inspect or make any operation decisions under this Agreement.
2. Periodic Monitoring. Provided it does not increase the fees of the manufacturer, each state may review or monitor the activities of manufacturers in other states at any given time by giving forty-eight (48) hours advance notice.
3. Annual Audit. Each state also reserves the right to conduct annual inspections of manufacturers in the other states as part of a regular quality control program and charge appropriate fees by the rules.
4. Disagreements. Disagreements regarding inspections will be resolved at the program or divisions administrator level, not at the inspector level.

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5. Inspections by Receiving State. Nothing in this Agreement shall prevent any state from inspecting a prefabricated structure after delivery to the receiving state. If a unit fails to meet fire and life safety requirements, the receiving state will notify the other two states and the manufacturer in writing, with a detailed list of deficiencies. Twenty (20) days will be given to correct the deficiencies and comply with the requirements of the receiving and/or any state whose insignias have been applied. If the corrections are not made within twenty (20) days, the unit may be denied recognition under this Agreement. If recognition is denied, each state will reserve the right to remove or leave its insignia within five (5) working days from the denial. When the prefabricated structure is brought into compliance, the manufacturer or owner shall re-apply for the appropriate insignias and request inspection from the receiving state.
6. Records Availability. Each state shall make all records available to the other states for examination in accordance with applicable public records laws.
7. Amendment. This Agreement can be amended by the mutual written agreement of each of the parties hereto.

IT IS SO AGREED:

STATE OF IDAHO

DIVISION OF BUILDING SAFETY

BY:

DAVE MUNROE, ADMINISTRATOR

Date:

2/19/03

STATE OF OREGON, by and through

DEPARTMENT OF CONSUMER & BUSINESS SERVICES

BUILDING CODES DIVISION

BY:

Signature

Title

Date

Joan M. Frazee - Dep. Admin. 2/11/03

REVIEWED BY THE ATTORNEY GENERALS OFFICE:

Sarah J. Rott BOB Contract Administrator

Signature

Title

Date

per file
documentation

OTHER DEPARTMENT REQUIRED SIGNATURE:

Valley L. Carter Acting Contracts Officer 2/14/03

Signature

Title

Date

STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

BY:

PATRICK WOODS, ASSISTANT DIRECTOR

Date

2/14/03